



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

June 11, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Roxann M. Parker
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE –Addendum #1, Effective June 11, 2011**
CONTRACT NO.GSS10590-SKID_LOAD
SKID STEER LOADER

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from June 11, 2010 through June 10, 2011. Each contract may be renewed for one (1) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended and is effective through June 10, 2012.

3. VENDORS:

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Iron Source LLC
25113 Dupont Blvd.
Georgetown, DE 19947
Contact: Jimmy Wilczynski
Phone: 888-733-5119
Fax: 302-856-7546

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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Delivery or pickup arrangements shall be made by the ordering agency.

6. PRICING:

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2010 Gehl Rubber Tire Skid Steer Loader Model V270 as per specifications.
Updated pricing for the extension year, June 11, 2011 through June 10, 2012: **\$47,849.41**

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

To cover the Skid Steer Loader requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

TECHNICAL SPECIFICATIONS

Skid Steer Loader
Engine – Diesel, at least 80 HP, liquid cooled
Engine Block Heater
Turbo Charge
At least 3,000 lbs operating capacity
At least 20 gallon fuel tank
Turning radius less than 90 inches
Joy Stick control
Associated Meters/Gauges/Warning Lights
2 speed travel
Cab Enclosure with Heat and Air Conditioner
At least 74 cu inch Hydraulic Bucket

TECHNICAL SPECIFICATIONS (continued)

Amber Strobe Light
4 Wheel Drive
Seat Belt and Seat Bar
High Flow Hydraulics
Heavy Duty Pallet Fork (Hydraulic)
At least 45" Fork Teeth
Auger Frame w/associated equipment and assembly/frame
12" Auger Bit
24" Auger Bit
Snow blower, at least 75" width, with associated equipment and assembly
84 inch angle Broom

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.